



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 December 1, 2015

Los Angeles County  
Board of Supervisors

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December 01, 2015

  
PATRICK OZAWA  
ACTING EXECUTIVE OFFICER

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 9 TO AGREEMENT NO. H-211033 WITH  
HEALTH MANAGEMENT SYSTEMS, INC.  
(ALL SUPERVISORIAL DISTRICTS)  
(3 Votes)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

## SUBJECT

Request approval of Amendment No. 9 to extend the term of Agreement No. H-211033 with Health Management Systems, Inc. for proprietary Patient Management Systems software for the Department of Health Services; Health Center Operations system software for the Department of Public Health; and increase the maximum Contract Sum.

## **IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 9 (Amendment) to Agreement No. H-211033 (Agreement) with Health Management Systems, Inc. (HMS), to extend the Agreement term for the period December 31, 2015 through December 31, 2016, for the continued provision of computer system software and application maintenance, support, and training for the Patient Management Systems (PMS) software for the Department of Health Services (DHS); Health Center Operations (HCO) system software for the Department of Public Health (DPH); and increase the Agreement's Contract Sum by \$2,978,958 for DHS and

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[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.*



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\$229,605 for DPH for a total increase of \$3,208,563.

2. Delegate authority to the Directors of DHS and DPH, or their respective designees, with mutual written consent of HMS, to execute future amendments to exercise an additional one-year extension option through December 31, 2017 and increase the Agreement's Contract Sum by \$1,310,460 for DHS and by \$197,841 for DPH for a total of \$1,508,301, subject to review and approval of County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Under the current Agreement, HMS provides PMS to DHS, and HCO to DPH. PMS provides eligibility verification, authorizations, and claims processing functionality for members and participants assigned to DHS facilities and providers for the Medi-Cal Managed Care Program, In-Home Supportive Services Provider Plan, My Health LA Program, and the General Relief Health Care Program. PMS is a critical component of the Patient-Centered Medical Home (PCMH) process as the primary source for storing DHS patient-to-primary care provider empanelment information. The system also serves as a repository to capture encounter codes for the purposes of billing Medi-Cal and tracking clinical workload. DPH utilizes HCO to support the public health centers' information management needs for each facility's patient registration and scheduling.

Approval of the first recommendation allows the Director to execute an Amendment to the HMS Agreement, substantially similar to Exhibit I, to ensure the uninterrupted day-to-day operations and continued maintenance, support, and training for the proprietary PMS software for DHS, and HCO software for DPH for the period January 1, 2016 through December 31, 2016. The current Agreement expires December 30, 2015.

Approval of the second recommendation will delegate authority to the Directors of DHS and DPH, to exercise a one-year extension option through December 31, 2017. The recommended term extensions will ensure that both DHS and DPH can effectively transition and migrate to the respective successor systems.

DHS is transforming from an episodic, hospital-focused system into an integrated ambulatory and managed care delivery system. The transformation includes the implementation of the electronic health record system called the Online Real-time Centralized Health Information Database (ORCHID); the restructuring of the Office of Managed Care and Office of Ambulatory Care into Managed Care Services; the transition of the Community Health Plan (CHP) members to L.A. Care Health Plan; and the establishment of patient-centered medical home (PCMH) teams at the ambulatory care facilities. As a result, DHS released the Managed Care Core System (MCCS) RFP to replace the PMS in the Fall of 2014. The Department received four proposals and is currently negotiating agreement terms and conditions with the two highest ranked proposers. DHS intends to conclude negotiations and request Board approval of a new Agreement in the first quarter of 2016.

DPH's strategic direction is to migrate HCO system functions to DHS' ORCHID for patient registration, scheduling, and other functionality.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

**FISCAL IMPACT/FINANCING**

The total maximum Contract Sum of the Agreement will be increased by \$3,208,563 from \$34,710,741 to \$37,919,304 for the extension period ending on December 31, 2016, with an increase by an additional \$1,508,301 to \$39,427,605 if the Agreement is extended for the final year through December 31, 2017.

Amendment No. 9 includes a rate reduction for DHS of \$4,341,146 and DPH of \$31,733 for a total reduction of \$4,372,879. Attachment A delineates the areas impacted by the rate reduction.

Funding for the first year of the extended term is included in the Fiscal Year 2015-16 Final Budgets for both DHS and DPH and will be requested in future fiscal years as necessary.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Board originally approved the current Agreement with HMS for the continued provision of ongoing software system maintenance services for the proprietary PMS and HCO systems in December 1999. Subsequent amendments have extended the term through December 30, 2015.

The Agreement may be terminated for convenience by the County upon 90 calendar days prior written notice to ensure there is ample time for DHS and DPH to effectively transition and migrate to the respective successor systems.

The Agreement includes all Board of Supervisors' required provisions, including the most recent provision – Time off for Voting.

County Counsel has approved Exhibit I as to form. The Chief Information Officer has reviewed this item and is recommending approval. This action merely extends an existing previously Board-approved Agreement and does not introduce any new technology-related issues. As a result, no formal CIO Analysis is included herewith.

The HMS Agreement is not a Proposition A Agreement since the services are of an extraordinary, professional nature, and therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

**CONTRACTING PROCESS**

This is an Amendment to the existing Board-approved agreement.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this recommended extension will ensure the continued provision of computer system software and application maintenance, support and training for PMS until the successor MCCA is implemented, and concurrently will provide uninterrupted operations and support for HCO until DPH migrates to ORCHID.

Respectfully submitted,



Mitchell H. Katz, M.D.  
Director

MHK:RS:lr

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

Reviewed by:



RICHARD SANCHEZ  
Chief Information Officer

SCHEDULE OF RATE REDUCTION

DESCRIPTION	TERM			
	Contract Yr 17 Calendar Yr 2016	Contract Yr 18 Calendar Yr 2017	Total Contract Yr 17 + Yr 18	
<b>DHS - PMS</b>				
User and Technical Training		\$ (5,873.25)	\$ (5,873.25)	<--Reduced training hours.
Other Professional Services - Custom Programming Modifications		\$ (1,662,625.10)	\$ (1,662,625.10)	<-- Reduced programming hours.
Claims Entry/Processing	\$ (1,336,324.00)	\$ (1,336,324.00)	\$ (2,672,648.00)	<-- Reduced # of claims to be processed.
<b>TOTAL</b>	<b>\$ (1,336,324.00)</b>	<b>\$ (3,004,822.35)</b>	<b>\$ (4,341,146.35)</b>	

DESCRIPTION	TERM			
	Contract Yr 17 Calendar Yr 2016	Contract Yr 18 Calendar Yr 2017	Total Contract Yr 17 + Yr 18	
<b>DPH - HCO</b>				
Ongoing Training		\$ (11,245.64)	\$ (11,245.64)	<-- Reduced training hours.
Ongoing Programming		\$ (20,486.95)	\$ (20,486.95)	<-- Reduced programming hours.
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ (31,732.59)</b>	<b>\$ (31,732.59)</b>	

<b>PMS + HCO Rate Reduction - Grand Total</b>	<b>\$ (1,336,324.00)</b>	<b>\$ (3,036,554.94)</b>	<b>\$ (4,372,878.94)</b>
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Agreement No.: H-211033

**AGREEMENT FOR SOFTWARE AND SERVICES**

Amendment Number Nine

THIS AMENDMENT is made and entered into this \_\_\_\_ day of December, 2015,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

And

HEALTH MANAGEMENT  
SYSTEMS, INCORPORATED  
(hereafter "Contractor")

Business Address:  
360 Park Avenue South  
17<sup>th</sup> Floor  
New York, New York 10010

WHEREAS, reference is made to that certain document entitled "Agreement By and Between the County of Los Angeles and Health Management Systems, Incorporated for Software and Services", dated December 14, 1999, and further identified as Agreement No.: H-211033, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, Agreement provides that changes in accordance to Paragraph 5.0, Change Notices and Amendments, may be made in the form of an Amendment which is formally approved and executed by the parties;

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term of the Agreement term, to increase the maximum Contract Sum, and to provide for the other changes set forth herein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 6.0, Term, is deleted in its entirety and replaced as follows:

**"6.0. TERM:**

- 6.1 The term of this Agreement shall commence on December 31, 1999 (hereafter "Effective Date") and shall continue in full

force and effect through December 31, 2016 (hereafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

6.2 At the end of the Initial Term, the Director, or his designee, and the Contractor upon written mutual consent may elect to extend the term beyond the stated expiration date of December 31, 2016 for a one year optional extension through December 31, 2017 (hereafter "Extended Term"), by delivering written notice to the Contractor not later than thirty (30) calendar days prior to the expiration of the Initial Term."

3. Agreement, Paragraph 7.0, Contract Sum, Sub-paragraph 7.2 is deleted in its entirety and replaced as follows:

"7.2 The maximum Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder shall not exceed Thirty-Seven Million, Nine Hundred Nineteen Thousand, Three Hundred Three Dollars and Eighty Nine Cents (\$37,919,303.89) over the Initial Term of this Agreement. The Contract Sum allocated is set forth in Exhibits B-I and B-II hereto. In the event the County extends the Agreement as set forth in Subparagraph 6.2, the maximum Contract Sum shall be increased by up to One Million, Five Hundred Eight Thousand, Three Hundred Dollars and Eighty Six Cents (\$1,508,300.86) for the Extended Term for a maximum Contract Sum of Thirty-Nine Million, Four Hundred Twenty Seven Thousand, Six Hundred Four Dollars and Seventy Five Cents (\$39,427,604.75). Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all work specified in this Agreement."

4. Agreement, Paragraph 9.0, Assignment and Delegation, is deleted in its entirety and replaced as follows:

**"9.0 ASSIGNMENT AND DELEGATION:**

9.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, the County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the County's sole

discretion, against the claims, which the Contractor may have against the County.

- 9.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Agreement.
- 9.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor."

5. Agreement, Paragraph 13.0, Termination for Improper Consideration (Gratuities), is deleted in its entirety and replaced as follows:

**"13.0 TERMINATION FOR IMPROPER CONSIDERATION:**

- 13.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 13.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org).
- 13.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.”

6. Agreement, Paragraph 33.0, Termination For Convenience, is deleted in its entirety and replaced as follows:

**“33.0 TERMINATION FOR CONVENIENCE:**

- 33.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) days after the notice is sent.
- 33.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Agreement on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 33.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph 14.0, Records and Audits.”

7. Agreement, Paragraph 34.0, County’s Quality Assurance Plan, is deleted in its entirety and replaced as follows:

**“34.0 COUNTY’S QUALITY ASSURANCE PLAN:**

The County or its agent will evaluate the Contractor’s performance under this Agreement on not less than an annual basis. Such

evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. The Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement."

8. Agreement, Paragraph 49.0, Consideration of Hiring GAIN/GROW Participants, is deleted in its entirety and replaced as follows:

**"49.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:**

49.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position.—For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

49.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

9. Agreement, Paragraph 51.0, Contractor's Warranty of Adherence to County's Child Support Compliance Program, is deleted in its entirety and replaced as follows:

**"51.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in

order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

51.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

10. Agreement, Paragraph 52.0, Termination for Breach of Warranty for Maintain Child Support Compliance, is deleted in its entirety and replaced as follows:

**"52.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202."

11. Agreement, Paragraph 54.0, Contractor's Exclusion From Participating In A Federally Funded Program, is deleted in its entirety and replaced as follows:

**"54.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM:**

54.1 The Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care

program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

54.2 The Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

54.3 Failure by the Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Agreement."

12. Agreement, Paragraph 63.0, Contractor's Responsibility And Debarment, is deleted in its entirety and replaced as follows:

**"63.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT:**

63.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

63.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on

County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### 63.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### 63.4 Contractor Hearing Board

63.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

63.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

63.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the

Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

63.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

63.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

63.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

### 63.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.”

13. Agreement is modified to add Sub-paragraph 71.0, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, as follows:

**“71.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376):**

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of the Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.”

14. Agreement is modified to add Paragraph 72.0, Federal Access to Records, as follows:

**“72.0 FEDERAL ACCESS TO RECORDS:**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the United

States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.”

15. Agreement is modified to add Paragraph 73.0, Notice to Employees Regarding The Safety Surrendered Baby Law, as follows:

**“73.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.”

16. Agreement is modified to add Paragraph 74.0, Contractor’s Acknowledgement Of County’s Commitment To The Safely Surrendered Baby Law, as follows:

**“74.0 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).”

17. Agreement is modified to add Paragraph 75.0, Restrictions On Lobbying, as follows:

**“75.0 RESTRICTIONS ON LOBBYING:**

If any Federal funds are to be used to pay for the Contractor’s services under this Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.”

18. Agreement is modified to add Paragraph 76.0, Termination For Non-Adherence of County Lobbyist Ordinance, as follows:

**“76.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE:**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County’s Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.”

19. Agreement is modified to add Paragraph 77.0, Time Off For Voting, as follows:

**“77.0 TIME OFF FOR VOTING:**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.”

20. Agreement, Exhibit B-I, PMS Schedule of Payments, is amended by (a) deleting pages BI-19 through BI-32 added pursuant to Change Notice Number Four, and (b) adding pages BI-19 through BI-35, which are attached hereto as Attachment I and incorporated herein by reference. Each added page of

Exhibit B-I is designated at the bottom as “Added Under Amendment Number Nine to Agreement.”

21. Agreement, Exhibit B-II, HCO Schedule of Payments, is amended by (a) deleting pages BII-6 through BII-10 added pursuant to Amendment Number Five, and (b) adding pages BII-6 through BII-11, which are attached hereto as Attachment II and incorporated herein by reference. Each added page of Exhibit B-II is designated at the bottom as “Added Under Amendment Number Nine to Agreement.”

22. Agreement is modified to add Exhibit K, Jury Service Ordinance, attached hereto and incorporated herein by reference.

23. Agreement is modified to add Exhibit L, Safely Surrendered Baby Law, attached hereto and incorporated herein by reference.

24. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County’s Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_ for  
Mitchell H. Katz, M.D.  
Director of Health Services

CONTRACTOR

HEALTH MANAGEMENT SYSTEMS,  
INCORPORATED

By: \_\_\_\_\_

H. Brent Sanders  
Printed Name

Vice President, Commercial Sales  
Title

APPROVED AS TO FORM:  
MARY C. WICKHAM  
Interim County Counsel

By \_\_\_\_\_  
Edward T. Yen  
Senior Deputy County Counsel

## EXHIBIT B-I

PMS SCHEDULE OF PAYMENTS

## ANNUAL PMS SOFTWARE MAINTENANCE AND ONGOING PROGRAMMING/TRAINING

NOTE: Amendment Number Nine to Agreement H-211033 commences with 17th Contract Year.

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
37	1	Project Administration			
	1.1				
	1.2	<u>7th Contract Year:</u>			
	1.3	· Project Administration	\$17,885.31 per Mo	12 Mos	\$214,623.68
	1.4				
	1.5	<u>8th Contract Year:</u>			
		· Project Administration	\$18,421.87 per Mo	12 Mos	\$221,062.39
		<u>9th Contract Year:</u>			
		· Project Administration	\$19,158.74 per Mo	12 Mos	\$229,904.88
		<u>10th Contract Year:</u>			
		· Project Administration	\$19,733.50 per Mo	12 Mos	\$236,802.03
		<u>11th Contract Year:</u>			
		· Project Administration	\$20,325.51 per Mo	12 Mos	\$243,906.12
		<u>12th Contract Year:</u>			
		· Project Administration	\$20,935.27 per Mo	12 Mos	\$251,223.24
		<u>13th Contract Year:</u>			
		· Project Administration	\$20,935.27 per Mo	12 Mos	\$251,223.24
		<u>14th Contract Year:</u>			
		· Project Administration	\$21,249.30 per Mo	12 Mos	\$254,991.60
		<u>15th Optional Year:</u>			
		· Project Administration	\$21,568.04 per Mo	12 Mos	\$258,816.48
		<u>16th Optional Year:</u>			
		· Project Administration	\$21,891.56 per Mo	12 Mos	\$262,698.72
		<u>17th Contract Year:</u>			
		· Project Administration	\$21,891.56 per Mo	12 Mos	\$262,698.72
		<u>18th Optional Year:</u>			
		· Project Administration	\$21,891.56 per Mo	12 Mos	\$262,698.72
38	2	System Hardware			
	2.1				
	2.1.1 to 2.1.7	<u>7th Contract Year:</u>			
		· System Hardware			\$0.00
		<u>8th Contract Year:</u>			
		· System Hardware			\$0.00
		<u>9th Contract Year:</u>			
		· System Hardware			\$0.00
		<u>10th Contract Year:</u>			
		· System Hardware			\$0.00
		<u>11th Contract Year:</u>			
		· System Hardware			\$0.00

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/ Claims per Yr	Annual Price
		<u>12th Contract Year:</u> • System Hardware			\$0.00
		<u>13th Contract Year:</u> • System Hardware			\$0.00
		<u>14th Contract Year:</u> • System Hardware			\$0.00
		<u>15th Optional Year:</u> • System Hardware			\$0.00
		<u>16th Optional Year:</u> • System Hardware			\$0.00
		<u>17th Contract Year:</u> • System Hardware			\$0.00
		<u>18th Optional Year:</u> • System Hardware			\$0.00
39	3	Operating System Software  <u>7th Contract Year:</u> • System Software			\$0.00
		<u>8th Contract Year:</u> • System Software			\$0.00
		<u>9th Contract Year:</u> • System Software			\$0.00
		<u>10th Contract Year:</u> • System Software			\$0.00
		<u>11th Contract Year:</u> • System Software			\$0.00
		<u>12th Contract Year:</u> • System Software			\$0.00
		<u>13th Contract Year:</u> • System Software			\$0.00
		<u>14th Contract Year:</u> • System Software			\$0.00
		<u>15th Optional Year:</u> • System Software			\$0.00
		<u>16th Optional Year:</u> • System Software			\$0.00
		<u>17th Contract Year:</u> • System Software			\$0.00
		<u>18th Optional Year:</u> • System Software			\$0.00

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
40	4	PMS Application Platform (Cache)			
		<u>7th Contract Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		<u>8th Contract Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		<u>9th Contract Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		<u>10th Contract Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		<u>11th Contract Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		<u>12th Contract Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		<u>13th Contract Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		· PMS Operating System Software License Upgrade One-Time Fee(Cache)	\$38,000 One-Time Fee	One-Time Fee	\$38,000.00
		<u>14th Contract Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		<u>15th Optional Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		· PMS Operating System Software License Upgrade One-Time Fee(Cache)	\$66,024.00 One-Time Fee	One-Time Fee	\$66,024.00
		<u>16th Optional Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
		<u>17th Contract Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13
<u>18th Optional Year:</u> · PMS Operating System Software (Cache)	\$1,566.18 per Mo	12 Mos	\$18,794.13		
41	4 4.1	PMS Application Software			

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
	4.2 4.2.1 4.2.2	<u>7th Contract Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>8th Contract Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>9th Contract Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>10th Contract Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>11th Contract Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>12th Contract Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>13th Contract Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>14th Contract Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>15th Optional Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>16th Optional Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>17th Contract Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
		<u>18th Optional Year:</u> · PMS Application Software	\$5,788.13 per Mo	12 Mos	\$69,457.50
42	5 5.1	Database/Database Support and Maintenance <u>7th Contract Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>8th Contract Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>9th Contract Year:</u> · Database/Database			\$0.00

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/ Claims per Yr	Annual Price
		Support Maintenance			
		<u>10th Contract Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>11th Contract Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>12th Contract Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>13th Contract Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>14th Contract Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>15th Optional Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>16th Optional Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>17th Contract Year:</u> · Database/Database Support Maintenance			\$0.00
		<u>18th Optional Year:</u> · Database/Database Support Maintenance			\$0.00

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
43	6 6.1	Reports <u>7th Contract Year:</u> • Reports  <u>8th Contract Year:</u> • Reports  <u>9th Contract Year:</u> • Reports  <u>10th Contract Year:</u> • Reports  <u>11th Contract Year:</u> • Reports  <u>12th Contract Year:</u> • Reports  <u>13th Contract Year:</u> • Reports  <u>14th Contract Year:</u> • Reports  <u>15th Optional Year:</u> • Reports  <u>16th Optional Year:</u> • Reports  <u>17th Contract Year:</u> • Reports  <u>18th Optional Year:</u> • Reports	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications
44	7 7.1 7.2 7.3 7.4 7.5	Interfaces  <u>7th Contract Year:</u> • Interfaces  <u>8th Contract Year:</u> • Interfaces  <u>9th Contract Year:</u> • Interfaces  <u>10th Contract Year:</u> • Interfaces  <u>11th Contract Year:</u> • Interfaces  <u>12th Contract Year:</u> • Interfaces	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/ Claims per Yr	Annual Price
		<u>13th Contract Year:</u> • Interfaces  <u>14th Contract Year:</u> • Interfaces  <u>15th Optional Year:</u> • Interfaces  <u>16th Optional Year:</u> • Interfaces  <u>17th Contract Year:</u> • Interfaces  <u>18th Optional Year:</u> • Interfaces			
45	7.2	Code Table Updates  <u>7th Contract Year:</u> • Code Table Updates  <u>8th Contract Year:</u> • Code Table Updates  <u>9th Contract Year:</u> • Code Table Updates  <u>10th Contract Year:</u> • Code Table Updates  <u>11th Contract Year:</u> • Code Table Updates  <u>12th Contract Year:</u> • Code Table Updates  <u>13th Contract Year:</u> • Code Table Updates  <u>14th Contract Year:</u> • Code Table Updates  <u>15th Optional Year:</u> • Code Table Updates  <u>16th Optional Year:</u> • Code Table Updates  <u>17th Contract Year:</u> • Code Table Updates  <u>18th Optional Year:</u> • Code Table Updates	\$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00		\$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
46	8 8.1 8.1.1 to 8.1.7 8.2 8.2.1 8.2.2	Security  <u>7th Contract Year:</u> · Security  <u>8th Contract Year:</u> · Security  <u>9th Contract Year:</u> · Security  <u>10th Contract Year:</u> · Security  <u>11th Contract Year:</u> · Security  <u>12th Contract Year:</u> · Security  <u>13th Contract Year:</u> · Security  <u>14th Contract Year:</u> · Security  <u>15th Optional Year:</u> · Security  <u>16th Optional Year:</u> · Security  <u>17th Contract Year:</u> · Security  <u>18th Optional Year:</u> · Security	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications
47	9	Data Conversion/Migration  <u>7th Contract Year:</u> · Data Conversion/Migration  <u>8th Contract Year:</u> · Data Conversion/Migration  <u>9th Contract Year:</u> · Data Conversion/Migration  <u>10th Contract Year:</u> · Data Conversion/Migration  <u>11th Contract Year:</u> · Data Conversion/Migration	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications	Refer to Other Professional Services - Custom Programming Modifications or Regulatory Requirements Modifications

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
		<p><u>12<sup>th</sup> Contract Year:</u>                      · Data                      Conversion/Migration</p> <p><u>13<sup>th</sup> Contract Year:</u>                      · Data                      Conversion/Migration</p> <p><u>14<sup>th</sup> Contract Year:</u>                      · Data                      Conversion/Migration</p> <p><u>15<sup>th</sup> Optional Year:</u>                      · Data                      Conversion/Migration</p> <p><u>16<sup>th</sup> Optional Year:</u>                      · Data                      Conversion/Migration</p> <p><u>17<sup>th</sup> Contract Year:</u>                      · Data                      Conversion/Migration</p> <p><u>18<sup>th</sup> Optional Year:</u>                      · Data                      Conversion/Migration</p>			
48	10 10.5 10.6 10.7 10.8 10.9	<p>User and Technical Training</p> <p><u>7<sup>th</sup> Contract Year:</u>                      · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)</p> <p><u>8<sup>th</sup> Contract Year:</u>                      · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)</p> <p><u>9<sup>th</sup> Contract Year:</u>                      · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)</p> <p><u>10<sup>th</sup> Contract Year:</u>                      · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)</p>	<p>\$70.30 Per Hr</p> <p>\$72.41 Per Hr</p> <p>\$75.30 per Hr</p> <p>\$75.30 per Hr</p>	<p>0 Hrs</p> <p>0 Hrs</p> <p>0 Hrs</p> <p>0 Hrs</p>	<p>\$0.00</p> <p>\$0.00</p> <p>\$0.00</p> <p>\$0.00</p>

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
		<u>11th Contract Year:</u> · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)	\$78.31 per Hr	100 Hrs	\$7,831.00
		<u>12th Contract Year:</u> · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)	\$78.31 per Hr	100 Hrs	\$7,831.00
		<u>13th Contract Year:</u> · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)	\$78.31 Per Hr	150 Hrs	\$11,746.50
		<u>14th Contract Year:</u> · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)	\$78.31 Per Hr	150 Hrs	\$11,746.50
		<u>15th Optional Year:</u> · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)	\$78.31 per Hr	150 Hrs	\$11,746.50
		<u>16th Optional Year:</u> · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)	\$78.31 per Hr	150 Hrs	\$11,746.50
		<u>17th Contract Year:</u> · User and Technical Training (First 100hrs are at no cost to the COUNTY; not included in maximum hrs)	\$78.31 per Hr	150 Hrs	\$11,746.50
		<u>18th Optional Year:</u> · User and Technical Training	\$78.31 per Hr	75 Hrs	\$5,873.25
49	10.1 10.2 10.3	Training Reference Materials			

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
	10.4	<u>7th Contract Year:</u> · Training Reference Materials			\$0.00
		<u>8th Contract Year:</u> · Training Reference Materials			\$0.00
		<u>9th Contract Year:</u> · Training Reference Materials			\$0.00
		<u>10th Contract Year:</u> · Training Reference Materials			\$0.00
		<u>11th Contract Year:</u> · Training Reference Materials			\$0.00
		<u>12th Contract Year:</u> · Training Reference Materials			\$0.00
		<u>13th Contract Year:</u> · Training Reference Materials			\$0.00
		<u>14th Contract Year:</u> · Training Reference Materials			\$0.00
		<u>15th Optional Year:</u> · Training Reference Materials			\$0.00
		<u>16th Optional Year:</u> · Training Reference Materials			\$0.00
		<u>17th Contract Year:</u> · Training Reference Materials			\$0.00
		<u>18th Optional Year:</u> · Training Reference Materials			\$0.00
50	11 11.1 to 11.6 11.9 11.9.1 to 11.9.6 11.10 11.10.1 to 11.10.5	Application Maintenance  <u>7th Contract Year:</u> · Application Maintenance  <u>8th Contract Year:</u> · Application Maintenance  <u>9th Contract Year:</u> · Application Maintenance			\$0.00  \$0.00  \$0.00

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
	11.11 11.11.1 to 11.11.6	<u>10th Contract Year:</u> · Application Maintenance			\$0.00
		<u>11th Contract Year:</u> · Application Maintenance			\$0.00
		<u>12th Contract Year:</u> · Application Maintenance			\$0.00
		<u>13th Contract Year:</u> · Application Maintenance			\$0.00
		<u>14th Contract Year:</u> · Application Maintenance			\$0.00
		<u>15th Optional Year:</u> · Application Maintenance			\$0.00
		<u>16th Optional Year:</u> · Application Maintenance			\$0.00
		<u>17th Contract Year:</u> · Application Maintenance			\$0.00
		<u>18th Optional Year:</u> · Application Maintenance			\$0.00
51	11.7 11.7.1 to 11.7.15	Other Professional Services - Custom Programming Modifications <u>7th Contract Year:</u> · Other Professional Services - Custom Programming Modifications	\$127.09 per Hr	11,904 Hrs (maximum)	\$1,512,926.98
		<u>8th Contract Year:</u> · Other Professional Services - Custom Programming Modifications(500hrs at no cost to the COUNTY not included in maximum hours)	\$139.80 per Hr	11,404 Hrs (maximum)	\$1,594,317.97
		<u>9th Contract Year:</u> · Other Professional Services - Custom Programming Modifications(500hrs at no cost to the COUNTY not included in maximum hours)	\$153.78 per Hr	11,404 Hrs (maximum)	\$1,753,749.77
		<u>10th Contract Year:</u> · Other Professional Services - Custom Programming Modifications	\$169.16 per Hr	11,904 Hrs (maximum)	\$2,013,705.81
		<u>11th Contract Year:</u> · Other Professional	\$186.08	11,904 Hrs	\$2,215,096.32

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
		Services - Custom Programming Modifications	per Hr	(maximum)	
		<u>12th Contract Year:</u> · Other Professional Services - Custom Programming Modifications	\$204.69 per Hr	11,404 Hrs (maximum)	\$2,334,284.76
		<u>13th Contract Year:</u> · Other Professional Services - Custom Programming Modifications	\$204.69 per Hr	11,904 Hrs (maximum)	\$2,436,629.76
		<u>14th Contract Year:</u> · Other Professional Services - Custom Programming Modifications	\$209.60 Per Hr	11,589 Hrs (maximum)	\$2,429,054.40
		<u>15th Optional Year:</u> · Other Professional Services - Custom Programming Modifications	\$214.63 per Hr	11,904 Hrs (maximum)	\$\$2,554,955.52
		<u>16th Optional Year:</u> · Other Professional Services - Custom Programming Modifications	\$219.78 per Hr	11,904 Hrs (maximum)	\$2,616,261.12
		<u>17th Contract Year:</u> · Other Professional Services - Custom Programming Modifications	\$219.78 per Hr	11,904 Hrs (maximum)	\$2,616,261.12
		<u>18th Optional Year:</u> · Other Professional Services - Custom Programming Modifications	See NOTE 1 & 2	See NOTE 1 & 2	\$953,636.02
52	11.8 11.8.1 to 11.8.15	Other Professional Services - Regulatory Requirements Modifications			
		<u>7th Contract Year:</u> · Other Professional Services - Regulatory Requirements Modifications			\$0.00
		<u>8th Contract Year:</u> · Other Professional Services - Regulatory Requirements Modifications			\$0.00
		<u>9th Contract Year:</u> · Other Professional Services - Regulatory Requirements			\$0.00

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/ Claims per Yr	Annual Price
		Modifications  <u>10th Contract Year:</u> · Other Professional Services - Regulatory Requirements Modifications  <u>11th Contract Year:</u> · Other Professional Services - Regulatory Requirements Modifications  <u>12th Contract Year:</u> · Other Professional Services - Regulatory Requirements Modifications  <u>13th Contract Year:</u> · Other Professional Services - Regulatory Requirements Modifications  <u>14th Contract Year:</u> · Other Professional Services - Regulatory Requirements Modifications  <u>15th Optional Year:</u> · Other Professional Services - Regulatory Requirements Modifications  <u>16th Optional Year:</u> · Other Professional Services - Regulatory Requirements Modifications  <u>17th Contract Year:</u> · Other Professional Services - Regulatory Requirements Modifications  <u>18th Optional Year:</u> · Other Professional Services - Regulatory Requirements Modifications			\$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00
53	12 12.2	Operation Requirements and Production Support			



No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/Claims per Yr	Annual Price
		<u>9th Contract Year:</u> · Claims Entry/Processing (Revised under Change Notice Number One to increase claims by 39,330 due to expansion of fee-for-service hospital contracts and claims services for IHSS).	\$2.00 per Claim	220,830 Claims (maximum)	\$441,660.93
		<u>10th Contract Year:</u> · Claims Entry/Processing (Increase of 76,388 claims from Change Notice Number One due to possible expansion of fee-for-services hospital contracts and continued claims services for IHSS).	\$2.00 per Claim	276,038 Claims (maximum)	\$552,076.00
		<u>11th Contract Year:</u> · Claims Entry/Processing	\$2.00 per Claim	345,047 Claims (maximum)	\$690,094.00
		<u>12th Contract Year:</u> · Claims Entry/Processing	\$2.00 per Claim	431,309 Claims (maximum)	\$862,618.00
		<u>13th Contract Year:</u> · Claims Entry/Processing	\$2.00 per Claim	447,398 Claims (maximum)	\$894,796.00
		<u>14th Contract Year:</u> · Claims Entry/Processing	\$2.00 per Claim	606,802 Claims (maximum)	\$1,213,604.00
		<u>15th Optional Year:</u> · Claims Entry/Processing	\$2.00 per Claim	607,420 Claims (maximum)	\$1,214,840.00
		<u>16th Optional Year:</u> · Claims Entry/Processing	\$2.00 per Claim	643,162 Claims (maximum)	\$1,286,324.00
		· Claims Image Migration One-Time Fee	\$50,000.00 One-Time Fee	One-Time Fee	\$50,000.00
		<u>17th Contract Year:</u> · Claims Entry/Processing	Not Applicable	Not Applicable	Not Applicable
		<u>18th Optional Year:</u> · Claims Entry/Processing	Not Applicable	Not Applicable	Not Applicable
7th Contract Year					\$2,095,444.28
8th Contract Year					\$2,204,659.99

No	Delivery	Deliverable Title	Rate per Yr/Mo/Hr/Claim	Yrs/Mos/Hrs/ Claims per Yr	Annual Price
		9th Contract Year			\$2,513,567.21
		10th Contract Year			\$2,890,835.46
		11th Contract Year			\$3,245,179.07
		12th Contract Year			\$3,544,208.63
		13th Contract Year			\$3,720,647.13
		14th Contract Year			\$3,997,648.13
		15th Optional Year			\$4,194,635.06
		16th Optional Year			\$4,315,281.97
		17th Contract Year			\$2,978,957.97
		18th Optional Year			\$1,310,459.62
<b>TOTAL (PMS):</b>					<b>\$37,011,524.52</b>

**NOTE 1:**

18<sup>th</sup> Optional Year - Monthly Step-Down Fixed Rate for Other Professional Services - Custom Programming Modifications

Prior to the end of Contract Year 17, December 31, 2016, and prior to the last month of each subsequent quarter, County shall provide Contractor with anticipated work for both PMS and HCO to be performed for the next quarter. Contractor shall determine the level of work required and jointly determine with the County the number of programmers needed for the next quarter. The number of programmers required will determine the Schedule of Payments for the monthly step-down fixed rate for Other Professional Services - Custom Programming Modifications for that quarter.

County and Contractor may determine the same number of programmers or fewer programmers than the current number of programmers for the next quarter, but not more than the current number of programmers for the next quarter.

**NOTE 2:**

18<sup>th</sup> Optional Year - Monthly Fixed Rate for Other Professional Services - Custom Programming Modifications

The monthly fixed rate for Other Professional Services - Custom Programming Modifications is determined based on activities completed in NOTE 1. The number of programmers will be shared between PMS (91.5%) and HCO (8.5%) and will determine the monthly fixed rate for Other Professional Services - Custom Programming Modifications for the next quarter for each respective application.

The following is the monthly fixed rate for the number of programmers per quarter:

	# of Programmers		
	3	2	1
<b>PMS</b>			
18 <sup>th</sup> Optional Year - Monthly Fixed Rate for Other Professional Services - Custom Programming Modifications	\$79,469.67	\$64,231.57	\$48,993.47
Annual Price	\$953,636.02	\$770,778.82	\$587,921.62

**ATTACHMENT II**

**EXHIBIT B-II**

**HCO SCHEDULE OF PAYMENTS**

**ANNUAL HCO SOFTWARE MAINTENANCE AND ONGOING PROGRAMMING/TRAINING**

**NOTE: Amendment Number Nine to Agreement commences with 17<sup>th</sup> Contract Year.**

No	Deliv	Deliverable Title	Rate per Yr/Mo/Hr	Yrs/Mos/Hrs per Yr	Annual Price
9	1.1	Emergency and Preventive System Software Maintenance - HCO Application Software  <u>7<sup>th</sup> Contract Year:</u> • HCO Application Software  <u>8<sup>th</sup> Contract Year:</u> • HCO Application Software  <u>9<sup>th</sup> Contract Year:</u> • HCO Application Software  <u>10<sup>th</sup> Contract Year:</u> • HCO Application Software  <u>11<sup>th</sup> Contract Year:</u> • HCO Application Software  <u>12<sup>th</sup> Contract Year:</u> • HCO Application Software  <u>13<sup>th</sup> Contract Year:</u> • HCO Application Software  <u>14<sup>th</sup> Contract Year:</u> • HCO Application Software  <u>15<sup>th</sup> Optional Year:</u> • HCO Application Software  <u>16<sup>th</sup> Optional Year:</u> • HCO Application Software	 \$6,098.89 per Mo  \$6,281.86 per Mo  \$6,533.13 per Mo  \$6,729.12 per Mo  \$6,931.00 per Mo  \$7,138.93 Per Mo  \$7,138.39 per Mo  \$7,245.47 per Mo  \$7,354.15 per Mo  \$7,464.46 per Mo	 12 Mos  12 Mos  12 Mos  12 Mos  12 Mos  12 Mos  12 Mos  12 Mos  12 Mos	 \$73,186.67  \$75,382.27  \$78,397.56  \$80,749.49  \$83,172.00  \$85,660.68  \$85,660.68  \$86,945.59  \$88,249.77  \$89,573.52

**ATTACHMENT II**

No	Deliv	Deliverable Title	Rate per Yr/Mo/Hr	Yrs/Mos/Hrs per Yr	Annual Price
		<u>17<sup>th</sup> Contract Year:</u> · HCO Application Software	\$7,464.46 per Mo	12 Mos	\$89,573.52
		<u>18<sup>th</sup> Optional Year:</u> · HCO Application Software	\$7,464.46 per Mo	12 Mos	\$89,573.52
10	1.2.1 1.2.2	Emergency and Preventive System Software Maintenance - HCO Operating Software			
		<u>7<sup>th</sup> Contract Year:</u> · HCO Operating Software (Cache)	\$1,108.32 per Mo	12 Mos	\$13,299.85
		<u>8<sup>th</sup> Contract Year:</u> · HCO Operating Software (Cache)	\$1,141.57 per Mo	12 Mos	\$13,698.85
		<u>9<sup>th</sup> Contract Year:</u> · HCO Operating Software (Cache)	\$1,187.23 per Mo	12 Mos	\$14,246.80
		<u>10<sup>th</sup> Contract Year:</u> · HCO Operating Software (Cache)	\$1,222.85 per Mo	12 Mos	\$14,674.21
		<u>11<sup>th</sup> Contract Year:</u> · HCO Operating Software (Cache)	\$1,271.77 per Mo	12 Mos	\$15,261.24
		<u>12<sup>th</sup> Contract Year:</u> · HCO Operating Software (Cache)	\$1,309.92 per Mo	12 Mos	\$15,719.04
		<u>13<sup>th</sup> Contract Year:</u> · HCO Operating Software (Cache)	\$1,309.92 per Mo	12 Mos	\$15,719.04
		· HCO Operating Software Platform Change from AIX to LINUX (Cache)	\$31,000.00 One-Time Fee	One-Time Fee	\$31,000.00
		<u>14<sup>th</sup> Contract Year:</u> · HCO Operating Software (Cache)	\$1,329.57 per Mo	12 Mos	\$15,954.83
		<u>15<sup>th</sup> Optional Year:</u> · HCO Operating Software (Cache)	\$1,349.51 per Mo	12 Mos	\$16,194.15
		<u>16<sup>th</sup> Optional Year:</u> · HCO Operating Software (Cache)	\$1,369.76 per Mo	12 Mos	\$16,437.06

**ATTACHMENT II**

No	Deliv	Deliverable Title	Rate per Yr/Mo/Hr	Yrs/Mos/Hrs per Yr	Annual Price
		<u>17<sup>th</sup> Contract Year:</u> • HCO Operating Software (Cache)	\$1,369.76 per Mo	12 Mos	\$16,437.06
		<u>18<sup>th</sup> Optional Year:</u> • HCO Operating Software (Cache)	\$1,369.76 per Mo	12 Mos	\$16,437.06
11	2.1	Software Updates - HCO System Software  <u>7<sup>th</sup> Contract Year:</u> • HCO System Software  <u>8<sup>th</sup> Contract Year:</u> • HCO System Software  <u>9<sup>th</sup> Contract Year:</u> • HCO System Software  <u>10<sup>th</sup> Contract Year:</u> • HCO System Software  <u>11<sup>th</sup> Contract Year:</u> • HCO System Software  <u>12<sup>th</sup> Contract Year:</u> • HCO System Software  <u>13<sup>th</sup> Contract Year:</u> • HCO System Software  <u>14<sup>th</sup> Contract Year:</u> • HCO System Software  <u>15<sup>th</sup> Optional Year:</u> • HCO System Software  <u>16<sup>th</sup> Optional Year:</u> • HCO System Software  <u>17<sup>th</sup> Contract Year:</u> • HCO System Software  <u>18<sup>th</sup> Optional Year:</u> • HCO System Software			\$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00
12	3.1	Ongoing Programming/ Training - HCO Ongoing Programming/ Training			

**ATTACHMENT II**

No	Deliv	Deliverable Title	Rate per Yr/Mo/Hr	Yrs/Mos/Hrs per Yr	Annual Price
		<u>7<sup>th</sup> Contract Year:</u>			
		• Programming	\$127.09 per Hr	300 Hrs (maximum)	\$38,128.20 (maximum)
		• Training	\$70.30 per Hr	175 Hrs (maximum)	\$12,302.06 (maximum)
		<u>8<sup>th</sup> Contract Year:</u>			
		• Programming	\$139.80 per Hr	300 Hrs (maximum)	\$41,941.02 (maximum)
		• Training	\$72.41 per Hr	175 Hrs (maximum)	\$12,671.12 (maximum)
		<u>9<sup>th</sup> Contract Year:</u>			
		• Programming (Increase of 100 hours from Amendment No. 3 due to software enhancements for business needs).	\$153.78 per Hr	400 Hrs (maximum)	\$61,512.00 (maximum)
		• Training	\$75.30 per Hr	175 Hrs (maximum)	\$13,177.97 (maximum)
		<u>10<sup>th</sup> Contract Year:</u>			
		• Programming (Increase of 100 hours from Amendment No. 3 due to software enhancements for business needs).	\$169.16 per Hr	500 Hrs (maximum)	\$84,580.00 (maximum)
		• Training	\$75.30 per Hr	175 Hrs (maximum)	\$13,177.97 (maximum)
		<u>11<sup>th</sup> Contract Year:</u>			
		• Programming	\$186.08 per Hr	500 Hrs (maximum)	\$93,040.00 (maximum)
		• Training	\$78.31 per Hr	175 Hrs (maximum)	\$13,704.25 (maximum)
		<u>12<sup>th</sup> Contract Year:</u>			
		• Programming	\$204.69 per Hr	500 Hrs (maximum)	\$102,345.00 (maximum)
		• Training	\$78.31 per Hr	175 Hrs (maximum)	\$13,704.25 (maximum)
		<u>13<sup>th</sup> Contract Year:</u>			
		• Programming	\$204.69 per Hr	500 Hrs (maximum)	\$102,345.00 (maximum)
		• Training	\$78.31 per Hr	175 Hrs (maximum)	\$13,704.25 (maximum)
		<u>14<sup>th</sup> Contract Year:</u>			
		• Programming	\$209.60 per Hr	500 Hrs (maximum)	\$104,800.00 (maximum)
		• Training	\$78.31 per Hr	175 Hrs (maximum)	\$13,704.25 (maximum)

**ATTACHMENT II**

No	Deliv	Deliverable Title	Rate per Yr/Mo/Hr	Yrs/Mos/Hrs per Yr	Annual Price
		<u>15<sup>th</sup> Optional Year:</u> • Programming	\$214.63 per Hr	500 Hrs (maximum)	\$107,315.00 (maximum)
		• Training	\$78.31 per Hr	175 Hrs (maximum)	\$13,704.25 (maximum)
		<u>16<sup>th</sup> Optional Year:</u> • Programming	\$219.78 per Hr	500 Hrs (maximum)	\$109,890.00 (maximum)
		• Training	\$78.31 per Hr	175 Hrs (maximum)	\$13,704.25 (maximum)
		<u>17<sup>th</sup> Contract Year:</u> • Programming	\$219.78 per Hr	500 Hrs (maximum)	\$109,890.00 (maximum)
		• Training	\$78.31 per Hr	175 Hrs (maximum)	\$13,704.25 (maximum)
		<u>18<sup>th</sup> Optional Year:</u> • Programming	See NOTE 1 & 2	See NOTE 1 & 2	\$89,403.05 (maximum)
		• Training	\$78.31 per Hr	31 Hrs (maximum)	\$2,427.61 (maximum)
7th Contract Year					\$136,916.79
8th Contract Year					\$143,693.27
9th Contract Year					\$167,334.33
10th Contract Year					\$193,181.67
11th Contract Year					\$205,177.49
12th Contract Year					\$217,428.97
13th Contract Year					\$248,428.97
14th Contract Year					\$221,404.67
15th Optional Year					\$225,463.17
16th Optional Year					\$229,604.83
17th Contract Year					\$229,604.83
18th Optional Year					\$197,841.24
<b>TOTAL (HCO)</b>					<b>\$2,416,080.23</b>

**ATTACHMENT II**

**NOTE 1:**

18<sup>TH</sup> Optional Year - Monthly Step-Down Fixed Rate for HCO Ongoing Programming  
 Prior to the end of Contract Year 17, December 31, 2016, and prior to the last month of each subsequent quarter, County shall provide Contractor with anticipated work for both PMS and HCO to be performed for the next quarter. Contractor shall determine the level of work required and jointly determine with the County the number of programmers needed for the next quarter. The number of programmers required will determine the Schedule of Payments for the monthly fixed rate for HCO Ongoing Programming for that quarter.

County and Contractor may determine the same number of programmers or fewer programmers than the current number of programmers for the next quarter, but not more than the current number of programmers for the next quarter.

**NOTE 2:**

18<sup>th</sup> Optional Year - Monthly Fixed Rate for HCO Ongoing Programming  
 The monthly fixed rate for HCO Ongoing Programming is determined based on activities completed in NOTE 1. The number of programmers will be shared between PMS (91.5%) and HCO (8.5%) and will determine the monthly fixed rate for HCO Ongoing Programming for the next quarter for each respective application.

The following is the monthly fixed rate for the number of programmers per quarter:

	# of Programmers		
	3	2	1
<b>HCO</b>			
18 <sup>th</sup> Optional Year - Monthly Fixed Rate for HCO Ongoing Programming	\$7,450.25	\$6,021.69	\$4,593.12
Annual Price	\$89,403.05	\$72,260.25	\$55,117.45

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# SAFELY SURRENDERED BABY LAW

EXHIBIT L



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

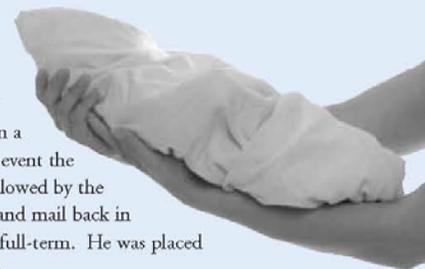
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

